

# DNA LABORATORY EVENT NO. 8143

# SECTION II SCOPE OF WORK

**2.0 Broad Description of Project:** The purpose of this event is to receive proposals from qualified contractors for services for specialized deoxyribonucleic acid (DNA) analysis, testing, and comparing services for the Savannah Police Department (SPD). Electronic submissions will not be accepted for this proposal.

#### 2.1 Terms:

This is an annual contract and prices are to be held firm. The first term shall begin on the date of award and end one year after. This agreement may be renewed for up to three (3) additional 12-month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. In the event this contract is not renewed prior to the expiration of any term, this contract shall continue to be honored on a month-to-month basis until this contract has been renewed.

# 2.2 Scope of Services

The successful proposer shall provide the following services at a minimum:

- 2.2.1 Perform DNA testing on either firearms or swab samples taken from firearms and compare to DNA samples taken from known individuals.
- 2.2.2 Perform DNA testing on swab samples taken from evidentiary items and or the evidentiary items themselves and compare to known individuals
- 2.2.3 Provide a signed laboratory report on all samples submitted for analysis. The completed written report shall be received within a 30-day turnaround time.
- 2.2.4 Complete all testing within the vendor's laboratory, as opposed to subcontracting with other laboratories.
- 2.2.5 Comply with standards and maintain accreditation by the American National Standards Institute (ANSI) National Accreditation Board, ANAB (ANSI National Accreditation Board)(ANSI/ANAB), and the Quality Assurance Standards for Forensic DNA Testing Laboratories published by the Federal Bureau of Investigation (FBI) in connection with DNA laboratory accreditation.

# 2.3 Qualifications

2.3.1 Minimum Qualifications Required: The proposer shall be accredited by either the American National Standards Institute (ANSI) National Accreditation Board, ANAB

(ANSI National Accreditation Board) (ANSI/ANAB) or Forensic Quality Services (FQS) in the field of forensic testing. The proposer shall be accredited by either the American National Standards Institute (ANSI) National Accreditation Board, ANAB (ANSI National Accreditation Board)(ANSI/ANAB) or Forensic Quality Services (FQS) in the field of forensic testing. The scope of accreditation must include the discipline/ category of biology with applicable subcategories to perform the requested services herein to include serology (body fluid identification) and nuclear DNA testing. Accreditation be must current at the time of the proposal due date. The City reserves the right to accept accreditation from another similar accrediting body as deemed appropriate by the City to perform the services required herein. Accreditation is a continuing condition for the award and must be maintained through the contract term and any extensions or renewals. SPD shall be notified within three business days should accreditation be suspended, revoked, or any other adverse action.

- 2.3.2 Preferred Experience: The selected proposer and key personnel need to have experience in outsourced DNA casework for federal and/or state law enforcement agencies.
- 2.3.3 Failure to meet the standard requirements will result in disqualification of submitted RFP.

#### 2.4 Tasks

- 2.4.1 The SPD Forensic Department will submit samples to the selected Proposer as specific evidence from a case. Samples will be submitted as specific items from a specific case and marked with the SPD case number, item number, and analyst's initials. The items will have been screened and/or tested for the presence of appropriate biological fluids. The specimens will primarily be in the form of swabs, cuttings, or stain cards.
- 2.4.2 The samples will require extraction and quantitation of DNA and amplification with the AmpFlSTR Globalfiler Plus PCR Amplification Kit from Applied Biosystems. Genotype determination must be accomplished with the Applied Biosystems Genetic Analyzer 3130xl, or the Genetic Analyzer 3500 and GeneMapper ID-X Software v1.5 (or later version). GeneMapper ID peaks will be labeled with both allele number and peak height. All samples that have more than two alleles per locus must be specified in a separate list. All runs require the use of appropriate controls including extraction or reagent blanks as well as positive and negative amplification controls.
- 2.4.3 The DNA extracts and amplified DNA are to be retained by the selected proposer according to its administrative policies. Remaining evidence materials are to be returned to the SPD Crime Laboratory via overnight courier.

#### 2.5 Deliverables and Reporting Requirements

2.5.1 All electronic data produced during or from the analysis of samples shall be

submitted to the SPD on CD-ROM, or other mutually agreed-upon formats, and shall be organized such that the SPD may immediately re-analyze any of the data. DNA profiles determined by the selected Proposer's laboratory (contract laboratory) to meet the Guidelines of Acceptance of DNA Data into the Combined DNA Index System (CODIS) shall be submitted to the SPD as pre-CaseMap File (CMF) Excel spreadsheet files and as CMF files on CD-ROM.

- 2.5.2 Acceptable analyzed data shall fall within the Relative Fluorescence Units (RFU) range determined by the contract laboratory from its validation studies. The size standard used must be Genescan LIZ 600 for Globalfiler® Plus. An internal lane standard must be run in each sample lane and a minimum of three (3) allelic ladders per 48 injections must be run. The analysis will not be considered complete until allele data for all of the thirteen (13) CODIS core loci has been generated and deemed satisfactory by the SPD.
- 2.5.3 A chain of custody must be maintained on each sample submitted. Documentation of chain-of-custody must comply with the accrediting organization to protect the samples from deleterious change or loss and will include a documented history of each transfer during the analytical process.
- 2.5.4 Analysis of batches of evidence samples is expected to be completed within 30 days of receipt and delivered to SPD via an insured overnight courier to be approved by SPD. The cost of printing, CD-ROM, and shipping will be the expense of the selected proposer.
- 2.5.5 The selected proposer will issue a signed court-ready report to the SPD Crime Laboratory that includes the SPD case number, items tested, analysis results, conclusions with statistics when appropriate, and DNA profile result from each sample.
- 2.5.6 In the event the obtained DNA profile produces a subsequent database match, the selected Proposer shall provide additional sample analysis to confirm the CODIS database identification.
  - Note: Proposals shall specify if additional fees are charged for this service, along with the proposed fee schedule.
- 2.5.7 The selected proposer shall provide testimony in any subsequent legal proceedings to explain and support their findings, as required.

Note: Proposals shall specify if additional fees are charged for this service, along with the proposed fee schedule.

#### 2.6 Other Requirements

2.6.1 The selected proposer shall permit inspection of its laboratory facility and an audit by SPD personnel to verify compliance with all requirements and any national quality standards. The selected Proposer shall allow SPD personnel to access all areas of the

- laboratory in which STR DNA casework is performed. The City, at its sole discretion, reserves the right to conduct unannounced on-site visits/inspections at any time to ensure continued compliance.
- 2.6.2 The selected proposer shall comply with federal grant requirements that will fund this project (Forensic DNA Backlog Reduction Program) and must have a prepared environmental assessment as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA). A Finding of No Significant Impact (FONSI) must be obtained by the selected proposer to satisfy the SPD laboratory's reporting requirements to the federal granting agency.
- 2.6.3 No indication of the services to SPD will be used in product literature or advertising without written approval from the SPD.
- 2.6.4 Payment by the City will not be made on any samples that are not analyzed according to the specifications herein.
- 2.6.5 The analytical protocol used by the selected proposer and all data generated is to adhere to the specifications as outlined by the Quality Assurance Standards for Forensic DNA Testing Laboratories.

## 2.7 Proposal Format

Proposals shall be submitted in the following format and include the following information:

- a. Cover letter stating the intent of the Proposer for this event. Cover letter must include acknowledgement of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, proposals will not be considered further.
- b. A detailed description of qualifications and capabilities as requested
- c. Fee proposals per instructions in Section III signed by a responsible party
- d. References: Respondents shall submit three to five references with preference being given to law enforcement agencies and prosecutorial offices. References shall include at a minimum:
  - a. Name
  - b. Title
  - c. Name of organization/ agency
  - d. Valid current phone number
  - e. Valid current e-mail address
- e. Non-Discrimination Statement.
- f. Response to Proposer Statement of Qualifications included as Attachment 1. Additional information such as agency brochures resumes, etc. may be submitted as appropriate.
- g. Other submittals as stated.

#### 2.8 Basis of Award

Proposals will be evaluated according to the following criteria and weight:

- a) Proposer's qualifications and experience, including support capabilities (20 points)
- b) Technical capabilities (20 points)
- c) Fees (20 points)
- d) References (20 points)
- e) Savannah First Local vendor participation (20 points total) Vendors within the city limits of Savannah and have a City of Savannah Business Tax Certificate prior to April 1, 2020 will receive a total of 20 points. Vendors outside the city limits but located within Chatham County will receive a total of 10 points.

Proposals shall be evaluated by a selection committee. The selection committee reserves the right to conduct interviews of any or all proposers as it deems necessary. The City reserves the right to shorten the list of proposers selected for interviews or further evaluation.

The City reserves the right to request a Best and Final Offer (BFO), and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

- **2.9 Copies:** One (1) unbound, printed and signed original and five (5) identical, printed copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.
- **2.10 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page

#### 2.11 Local Vendor Definition

A bidder or business shall be considered a local vendor if it meets all of the following requirements:

- a) The bidder or business must operate and maintain a regular place of business with a physical address within the corporate limits of the city, and
- b) The bidder or business must at the time of bid or quotation submission, have a current city business tax certificate issued by the City for at least one (1) year prior to the issuance of the requested competitive quote, bid, or proposal by the City (a post office box or temporary office shall not be considered a place of business), and
- c) The bidder or business performs quantifiable services in the ordinary course and scope of its business with the skills, qualifications, and expertise necessary to execute its contractual obligations to the City.

- **Qualifications:** Each proposer shall submit a summary of their qualifications and experience. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.
- **2.13 Schedule:** Each proposer shall submit a proposed time schedule for the project.
- **2.14 Fees:** Proposer shall submit fees based on the detailed listing in Section 3 of the RFP.
- **2.15 Acknowledgement of Addenda:** Vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. Addenda must be acknowledged in order for proposals to be considered.

# 2.16 Insurance Requirements

#### 2.16.1 Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no "x, c or u" exclusions with the following minimum limits:

- Each occurrence \$2,000,000
- Damage to Rented Premises \$1,000,000
- Medical Expense \$5,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000
- Products Completed Ops. Aggregate \$2,000,000

General aggregate shall apply on a per-project basis

The contractor shall provide a Certificate of Insurance reflecting the required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 2.16.2 Professional Liability

\$ 1,000,000 per occurrence limit

#### 2.16.3 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned, and hired automobiles

• Minimum limits are \$1,000,000

The contractor shall provide a Certificate of Insurance reflecting the required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 2.16.4 Workers Compensation

The contractor shall carry a worker's compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

The contractor shall provide a Certificate of Insurance reflecting the required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 2.16.5 Umbrella/Excess Liability

The contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability, and employer's liability.

Minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

The contractor shall provide a Certificate of Insurance reflecting the required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

# 2.16.6 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

#### **SECTION III**

#### FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for DNA Laboratory, RFP Event # 8143 and include the name of the proposer. Fee proposals will only be opened if after the initial evaluation, proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.

All addenda must be acknowledged in the cover letter according to the terms set forth in Section 2.7 of this RFP.

Description	Estimated Quantity	UOM	Unit Cost	Total Cost
SAMPLES FROM SINGLE SUSPECT CASES	65	EA	\$	\$
SAMPLES FROM MULTI- SUSPECT CASES	35	EA	\$	\$
ADMIN FEES	1	EA	\$	\$
SCREENING – SMALL DNA SAMPLE	1	EA	\$	\$
SCREENING – LARGE DNA SAMPLE	1	EA	\$	\$
SCREENING – SEXUAL ASSAULT KIT	1	EA	\$	\$
SCREENING – SHELL CASING 1-6	1	EA	\$	\$
REFERENCE SAMPLE (BLOOD/SALIVA)	1	EA	\$	\$
EVIDENCE SAMPLE	1	EA	\$	\$
ADD TESTING EXTRACTED DNA (YSTR)	1	EA	\$	\$
ADD TESTING EXTRACTED (MITO)	1	EA	\$	*
FIREARM TESTING DNA	1	EA	\$	\$
M-VAC SYSTEM EXTRACTION	1	EA	\$	\$

MITOCHONDRIAL DNA	1	EA	\$ \$
SHIPPING SAMPLE COSTS	1	EA	\$ \$

	Total b	id \$
SUBMITTED BY:		-
PROPOSER:		-
SIGNED:		-
NAME (PRINT):		-
ADDRESS:		-
CITY/STATE:	ZIP	
TELEPHONE: ()		
FAX: () Area Code		
I certify this proposal complies with as clearly marked in the attached co	he General and Specific Specifications and Cond y.	itions issued by the City except
Please Print Name	Authorization Signature Date	<u> </u>

#### NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, women, and individuals belonging to other socially and economically disadvantaged groups;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature	Title

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

**Employment Eligibility Verification** 

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA),

P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification	Number
BY:	
Contractor Name	Date
Signature of Authorized Officer or Agent	Printed Name of Authorized Officer or Agent
Title of Authorized Officer or Agent of Contractor	

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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## <u>Instructions for Completing Contractor Affidavit and Agreement Form</u>

As required under Senate Bill 529 – "Georgia Security and Immigration Compliance Act" of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: <a href="http://www.dol.state.ga.us/pdf/rules/300\_10\_1.pdf">http://www.dol.state.ga.us/pdf/rules/300\_10\_1.pdf</a>.) The new rules designate the "Employment Eligibility Verification (EEV) Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <a href="https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES">https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES</a>. Bidders shall comply with this new rule and submit with your bid the attached "Contractor Affidavit and Agreement."

# Affidavit Verifying Status for City of Savannah Benefit Application

reference in O.C.G.A. Section 50-36-1, I am stating	ant for a City of Savannah, Georgia Business cense, Taxi Permit, Contract or other public benefit as g the following with respect to my bid for a City of Savannah [Name of natural person applying on behalf of individual, entity]
business, corporation, partnersing, or other private of	enutyj
1.) I am a citizen of the United S	States.
OR 2.) I am a legal permanent resid	lent 18 years of age or older.
· · · · · · · · · · · · · · · · · · ·	alien (8 § USC 1641) or nonimmigrant under the Federal C 1101 <i>et seq.</i> ) 18 years of age or older and lawfully present
	nderstand that any person who knowingly and willfully representation in an affidavit shall be guilty of a violation of rgia.
	Signature of Applicant: Date
	Printed Name:
SUBSCRIBED AND SWORN	*
BEFORE ME ON THIS THEDAY OF, 20	*Alien Registration number for non-citizens.
Notary Public My Commission Expires:	

# Instruction for Completing Systematic Alien Verification for Entitlement (SAVE) Form

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.